

February 25, 2009

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: SANDRA H. MCKINLEY
STATE CONTRACT PROCUREMENT OFFICER II
302.838.8067

SUBJECT: ADDENDUM NO.4 - EXTENSION NOTICE
CONTRACT NO. 07-016-SM
SPECIALTY/PRINTING PAPER

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OF
KEY CONTRACT INFORMATION**

NOTE: Please replace the Addendum No. 3 with the following updated pricing. All other terms and conditions remain the same.

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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Each vendors contract shall be valid for a six (6) month period from March 1, 2009 through August 31, 2009.

VENDORS:

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VENDOR INFORMATION	
VENDOR A FIRST STATE PAPER	VENDOR B INTERNATIONAL PAPER - XPEDX
405 E. Marsh Lane – Suite - 3	7445 New Ridge Road
Wilmington, DE 19805	Hanover, MD 21076
Phone 800.736.0635	Phone 877.280.7589
Fax 302.633.6345	Fax 410.694.8633
Federal E.I. #: 22-3282872	Federal E.I. #: 13-0872805
Attn: Andy Linn	Attn: Destiny Wood
E-Mail: FSPaper@aol.com (Not for orders)	E-Mail: destiny.wood@xpedx.com
Ship Stock: 2 day	Ship Stock: 1-2 days
Ship Non-stock: 2 days	Ship Non-stock: 2 days
Inside delivery: \$1.00/carton	Inside delivery: \$.00/carton
Full flight stairs: \$.50/carton	Full flight stairs: \$.00/carton

3. SHIPPING TERMS:

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F.O.B. destination; freight pre-paid.

4. DELIVERY AND PICKUP:

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See above

5. PRICING:

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Prices will remain firm for the six (6) month term of the contract.

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PRICING INFORMATION

ITEM NO.	DESCRIPTION	PRICE/ CARTON	VENDOR CODE
A.	<u>Recycled No. 1 Sulphite Bond 20 LB - Watermarked</u> Manufacturer's Name <u>International Paper (IP)</u> Mill Brand <u>Hammermill Bond</u> 5,000 Sheets/Carton		
1.	White 8 1/2" x 11"		
	1 to 4 Cartons	74.33	A
	5 to 9 Cartons	74.33	A
	10 to 39 Cartons	74.33	A
	40 Cartons (1 pallet)	69.12	A
A1.	<u>Recycled No. 1 Sulphite Bond 24 LB - Watermarked</u> Manufacturer's Name <u>International Paper (IP)</u> Mill Brand <u>Hammermill Bond</u> 5,000 Sheets/Carton		
1.	White 8 1/2" x 11"		
	1 to 4 Cartons	87.37	A
	5 to 9 Cartons	87.37	A
	10 to 39 Cartons	87.37	A
	40 Cartons (1 pallet)	82.16	A
2.	White 11" x 17"		
	1 to 4 Cartons		A
	5 to 9 Cartons	65.12	A
	10 to 39 Cartons	65.12	A
	40 Cartons (1 pallet)	65.12	A
		58.68	

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PRICING INFORMATION

ITEM NO.	DESCRIPTION	PRICE/ CARTON	VENDOR CODE
B.	<u>25% Rag Bond Cockle Finish, 20 LB</u> Manufacturer's Name <u>Wausau</u> Mill Brand <u>Royal Cotton</u> 5,000 Sheets/Carton		
1.	White 8 1/2" x 11"		
	1 to 4 Cartons	75.64	A
	5 to 9 Cartons	75.64	A
	10 to 39 Cartons	75.64	A
	40 Cartons (1 pallet)	73.69	A
2.	White 11" x 17"		
	1 to 4 Cartons	75.64	A
	5 to 9 Cartons	75.64	A
	10 to 39 Cartons	75.64	A
	40 Cartons (1 pallet)	73.69	A
B1.	<u>25% Rag Bond Cockle Finish, 24 LB</u> Manufacturer's Name <u>Wausau</u> Mill Brand <u>Royal Cotton</u> 5,000 Sheets/Carton		
1.	White 8 1/2" x 11"		
	1 to 4 Cartons	92.59	A
	5 to 9 Cartons	92.59	A
	10 to 39 Cartons	92.59	A
	40 Cartons (1 pallet)	89.99	A
2.	White 11" x 17"		
	1 to 4 Cartons	92.59	A
	5 to 9 Cartons	92.59	A
	10 to 39 Cartons	92.59	A
	40 Cartons (1 pallet)	89.99	A

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ITEM NO.	DESCRIPTION	PRICE/ CARTON	VENDOR CODE
C.	<u>Precollated - Reverse Sequence - Carbonless (Junior Cartons)</u> Manufacturer's Name <u>Appleton</u> Mill Brand <u>NCR Superior</u>		
1.	11" x 17"		
	2 PART		
	1 to 9 Cartons	60.15	B
	10 to 39 Cartons	60.15	B
	40 Cartons (1 pallet)	58.70	B
	3 PART		
	1 to 9 Cartons	67.82	B
	10 to 39 Cartons	67.82	B
	40 Cartons (1 pallet)	66.55	B
	4 PART		
	1 to 9 Cartons	72.47	B
	10 to 39 Cartons	72.47	B
	40 Cartons (1 pallet)	71.31	B
	5 PART		
	1 to 9 Cartons	74.39	B
	10 to 39 Cartons	74.39	B
	40 Cartons (1 pallet)	72.93	B

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ITEM NO.	DESCRIPTION	PRICE/ CARTON	VENDOR CODE
D.	<u>Precollated - Reverse Sequence - Carbonless (Junior Cartons)</u>		
	Manufacturer's Name <u>Appleton</u> Mill Brand <u>NCR Superior</u>		
1.	8 1/2" x 11"		
	2 PART		B
	1 to 9 Cartons	60.15	B
	10 to 39 Cartons	60.15	B
	40 Cartons (1 pallet)	58.70	
	3 PART		B
	1 to 9 Cartons	67.82	B
	10 to 39 Cartons	67.82	B
	40 Cartons (1 pallet)	66.55	
	4 PART		B
	1 to 9 Cartons	72.47	B
	10 to 39 Cartons	72.47	B
	40 Cartons (1 pallet)	71.31	
	5 PART		B
	1 to 9 Cartons	74.39	B
	10 to 39 Cartons	74.39	B
	40 Cartons (1 pallet)	72.93	

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ITEM NO.	DESCRIPTION	PRICE/ CARTON	VENDOR CODE
E.	Collated - Regular Sequence - Carbonless (Junior Cartons) Manufacturer's Name <u>Appleton</u> Mill Brand <u>NCR Superior</u>		
1.	11" X 17"		
	2 PART		
	1 to 9 Cartons	60.15	B
	10 Cartons & Up	60.15	B
	3 PART		
	1 to 9 Cartons	67.82	B
	10 Cartons & Up	67.82	B
F.	Index - 110 LB Manufacturer's Name <u>Wausau</u> Mill Brand <u>Exact</u>		
1.	22 1/2" X 35" – 500 Sheets/Carton		
	White		
	1 to 4 Cartons	88.03	A
	5 Cartons & Up	88.03	A
	Colors		
	1 to 4 Cartons	93.89	A
	5 Cartons & Up	93.89	A
2.	8 1/2" X 11" – 2000 Sheets/Carton		
	White		
	1 to 4 Cartons	43.04	A
	5 Cartons & Up	43.04	A
	Colors		
	1 to 4 Cartons	45.38	A
	5 Cartons & Up	45.38	A

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ITEM NO.	DESCRIPTION	PRICE/ CARTON	VENDOR CODE
G.	Recycled – Offset		
	Manufacturer's Name <u>International Paper (IP)</u> Mill Brand <u>Williamsburg (White) Springhill (Colors)</u>		
1.	50lb, white, long grain, vellum		
	11" X 17" – 2500 Sheets/Carton		
	1 to 4 Cartons	40.10	A
	5 to 16 Cartons	40.10	A
	5,000 pounds	38.47	A
2.	50lb, colors, long grain, vellum		
	11" X 17" – 2500 Sheets/Carton		
	1 to 4 Cartons	41.73	A
	5 to 16 Cartons	41.73	A
	5,000 pounds	40.76	A
3.	60lb, white, long grain, vellum		
	23" X 35" – 1500 Sheets/Carton		
	1 to 4 Cartons	127.16	A
	5 to 16 Cartons	127.16	A
	5,000 pounds	125.19	A
	11" X 17" " – 2500 Sheets/Carton		
	1 to 4 Cartons	53.80	A
	5 to 16 Cartons	53.80	A
	5,000 pounds	52.16	A
	8 1/2" X 11" " – 5000 Sheets/Carton		
	1 to 4 Cartons	51.51	A
	5 to 16 Cartons	51.51	A
	5,000 pounds	49.56	A

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ITEM NO.	DESCRIPTION	PRICE/ CARTON	VENDOR CODE
G.	Recycled – Offset – (Continued)		
4.	60lb, colors, long grain, vellum		
	23" X 35" " –1500 Sheets/Carton		
	1 to 4 Cartons	125.19	A
	5 to 16 Cartons	125.19	A
	5,000 pounds	123.24	A
	11" X 17" " – 2500 Sheets/Carton		
	1 to 4 Cartons	52.16	A
	5 to 16 Cartons	52.16	A
	5,000 pounds	48.91	A
5.	70lb, white, long grain, vellum		
	23" X 35" " – 1000 Sheets/Carton		
	1 to 4 Cartons	99.11	A
	5 to 16 Cartons	99.11	A
	5,000 pounds	97.81	A
	11" X 17" " – 1500 Sheets/Carton		
	1 to 4 Cartons	37.17	A
	5 to 16 Cartons	37.17	A
	5,000 pounds	35.21	A
	8 1/2" X 11" " –3000 Sheets/Carton		
	1 to 4 Cartons	35.21	A
	5 to 16 Cartons	35.21	A
	5,000 pounds	33.26	A

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ITEM NO.	DESCRIPTION	PRICE/ CARTON	VENDOR CODE
G.	Recycled – Offset – (Continued)		
6.	70lb, colors, long grain, vellum		
	23" X 35" – 1000 Sheets/Carton		
	1 to 4 Cartons	97.81	A
	5 to 16 Cartons	97.81	A
	5,000 pounds	96.51	A
	11" X 17" – 1500 Sheets/Carton		
	1 to 4 Cartons	34.72	A
	5 to 16 Cartons	34.72	A
	5,000 pounds	33.26	A
	8 1/2" X 11" – 3000 Sheets/Carton		
	1 to 4 Cartons	34.43	A
	5 to 16 Cartons	34.43	A
	5,000 pounds	32.87	A

ADDITIONAL TERMS AND CONDITIONS

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6. BILLING:

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

7. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

8. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

9. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

10. TECHNICAL REQUIREMENTS:

PAPER SPECIFICATIONS:

A. All recycled and virgin paper shall meet or exceed American National Standards Institute (ANSI) standard Z39.48-1984 or latest revision for permanent paper and will conform to the following criteria:

1. Be free of groundwood content and unbleached pulp.
2. Have a PH value of 7.0.
3. Contain a minimum 2% calcium or magnesium carbonate filler.

11. TECHNICAL REQUIREMENTS (Continued):

PAPER SPECIFICATIONS:

- B. Paper shall be lengthwise grain, developed by multicooking and chemical processes to eliminate grayness and color change. Paper shall be guillotine or rotary trimmed square on all four sides, no linting in operation, and produce sharp, clear, clean and legible copy. ALL PAPERS MUST BE MINIMUM NUMBER 4 GRADE, AS LISTED IN TRADE JOURNALS, SUCH AS WALDEN'S PAPER CATALOG
- C. DIMENSIONS: All papers must be within industry tolerance factor or zero (0) plus or minus (+-) 1/32" for rotary or guillotine cut. Variances within ream of more than 1/64" will be considered as sufficient cause for return of all unsatisfactory material, by lot or production run, of purchase order.
- D. PACKAGING: All paper must be cut and ream wrapped at the mill in moisture proof paper with a printed label attached setting forth the mill brand, kind of paper, substance weight, grain and number of sheets therein.
- E. WEIGHT TOLERANCE: Any variations above or below the basic weight specified shall not exceed 5% (+-).
- F. COUNT: "Mill Count" 500 sheets per ream shall be accurate for all grades of paper. Verification of mill count will be made by the receiving agency and deliveries may be rejected for inaccurate count. Shortages will be deducted in case the delivery is accepted.
- G. CURL: Paper having a curl which cannot be overcome under reasonable working conditions will be rejected.
- H. LATENT DEFECTS: If latent defects should be discovered after the material has been accepted, the contractor shall be required to replace the defective material without cost to the State.
- I. HOLES: Holes shall be drilled. Punched holes are NOT acceptable.
- J. COLORS: To be pink, blue, green, buff, goldenrod, cherry, gray, canary, cream, ivory, tan, peach, orchid and salmon.
- K. CARBONLESS: To be a minimum of: CF to be 17 pound; CFB to be 18 pound; and CB to be 16.5 pound
- L. Private label brands, Foreign manufacturers/mill brands WILL NOT be accepted. North American Mill Brands ONLY are acceptable.

12. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

15. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

16. INSIDE DELIVERY:

Inside delivery is defined as delivery to a specific stock room or office or any location other than the general receiving area. An optional inside delivery fee may be applied. In addition, an optional charge may be applied for delivery involving each full flight of stairs. There shall be no additional charges involving the use of a building's elevator other than the inside delivery fee.

17. APPROVED MILL BRANDS

All mill brands being quoted for each category are required to be listed as acceptable in the 2005/2006 edition of the Competitive Grade Finder Buyers Guide published by Grade Finders, Inc. Exton, PA.

18. RECYCLED PAPER SPECIFICATIONS:

- A. Must contain a minimum of 50% recycled paper and 30% post consumer waste (PCW) (50/30).
- B. All requirements as stated in "Technical Specifications", No. 3.

19. **METHOD OF TRANSPORTATION:**

Agencies prefer vendors to use company owned trucks for deliveries to allow for better control after an order has been placed. Agencies may specify what type of transportation is to be used for deliveries, which includes but is not limited to trucks with lift gates, and paper to be loaded on pallets and wrapped for delivery locations with loading docks.

Agencies may specify a maximum carton combination for ease in unloading, and may also request the removal of pallets at no additional cost to the State.

Failure to adhere to the requirements of the agency may result in the cancellation of a contract.

20. **PALLET SPECIFICATIONS:**

All pallets must be a 48" X 40" GSA type with four-way entry, and made of new wood boards. Failure to adhere to these requirements may result in the cancellation of a contract.